

Date

Verified by POST Representative

## MAIL COMPLETED FORM AND PAYMENT TO:

Commission on POST – **SCR/Singley** 860 Stillwater Rd, Suite 100 West Sacramento. CA 95605 (916) 227-4258 Phone

Contact Name		Business Name				
				1 -	1	
Mailing Address		City		State	ZIP	
ontact Phone Ext.		Email	Email			
SUBSCRIPTION ORDER Online Course Title		Order Date	O+v	Price	Total	
Online Course Title		Order Date	Qty	Price	TOTAL	
POST Peace Officer Psychological Screening Manual Exam			1	\$75	\$75	
				Total Due	\$75	
<b>AUTHORIZATION</b> The undersigned agrees to subscribe for outlined on both sides of this form.		r Money Order payable to		on POST" (Federal Ta	x ID No. 68-06	
The undersigned agrees to subscribe for				on POST" (Federal Ta	x ID No. 68-06	

ADDITIONAL TERMS AND CONDITIONS



## Learning Portal Subscription Order

- **1. Services.** Individual/Agency agrees to subscribe to the California POST Learning Portal, a "Service" offered by California Commission on POST. California law enforcement agencies in the California POST Program may obtain programs free of charge. Programs are distributed via the Internet for use on designated configured systems. Use on any other systems is not guaranteed, endorsed, allowed or supported.
- **2. Rights to Use the Service.** California POST hereby grants to the Individual/Agency subscribing to the programs ("Subscriber") from the Service the nonexclusive right to utilize the programs provided by the Service for training purposes in accordance with the rates and terms specified herein.
- **3. Subscription Term.** The term of this Agreement will begin upon execution by both parties and for the Subscription Service Dates indicated ("Term"). At the end of the Term and any additional Term, this Agreement shall automatically expire, unless 30 days prior to such date, the Individual/Agency notifies California POST of its intent to renew this Agreement.
- **4. Service Fees** (Applicable to non-California POST agencies only) Subscriber shall pay POST a fee as indicated for the Services ("Service Fee"). All payments must be received by POST before the Service is performed. All payments shall be made payable to the California Commission on POST at the following address: California Commission on POST, 860 Stillwater Road, Suite 100, West Sacramento, CA 95605. Agency-issued checks and money orders accepted.
- **5. Equipment.** Subscriber will acquire the appropriate technology for using the Service including: personal computer, Internet connection, and all other hardware or software necessary and/or recommended for the proper operation of all components ("the System") in order to use the California POST Learning Portal or its resources. Subscriber is solely responsible for the acquisition, operation and maintenance of the System.
- **6. Covenants of Agency.** Subscriber agrees that the Services will be displayed for, or available for viewing by, only the designated number of Subscriber personnel. Subscriber shall not record or in any way distribute, or cause to record or distribute, or allow employees, agents, vendors, students or others, to record or distribute, the Service, and/or the programs and elements thereof.
- **7. Copyright and Trademark Rights.** All licenses, rights, and interests in, to and with respect to the Service, and/or the programs and elements thereof, not specifically granted herein to Subscriber including, without limitation, all rights of copyright and trademark, shall be reserved to California POST and other independent program producing entities whose programs are included in the Service, and whose rights are reserved.
- **8. Indemnity.** Subscriber shall indemnify and hold harmless California POST and the State of California against and from all liabilities, claims, loss, costs, damages and expenses arising out of, or related to, Subscriber's use of the Service, and/or the programs and elements thereof, use of the licensed marks (California Commission on POST, Learning Portal) and/or use of any and all policies, practices, and/or procedures demonstrated, described, or recommended. Without limiting the foregoing, POST shall not be liable for any delays, preemptions or other failure to perform, including but not limited to program failure, for reasons beyond the control of POST or its subcontractors.
- **9. Power to Enter into Agreement.** Subscriber represents and warrants to POST that it has the power and authority to enter into these Terms and Conditions.
- **10. Amendments.** This Agreement may be amended in writing and such amendments will be in effect only after being signed by both parties.
- 11. Entirety of Agreement. This Agreement with attachment constitutes the entire agreement between the parties with regard to the Program.
- 12. Choice of Law: Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action based upon an Agreement, either explicit or implied, shall be brought exclusively in the appropriate court of the state of California, county of Sacramento.
- **13. Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated on the request for subscription service.